

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 1

1

2

STATE OF ALABAMA

3

DEPARTMENT OF INDUSTRIAL RELATIONS

4

5

ORIGINAL

6

7

* * * * *

8

DOTHAN CIVIC CENTER

9

126 N. Andrews Street

10

Dothan, Alabama

11

Wednesday, July 13, 2005

12

* * * * *

13

14

15

16

17

18

19

20

21

22

23

Sam Houston v. L3
Communications
432

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 2

1 MR. BLEVINS: Welcome to the
2 one o'clock docket for the Board of
3 Appeals hearings, Dothan, Alabama.
4 We're starting about an hour and ten
5 minutes late. We'll try to get
6 everyone out of here at a decent time.

7 The board members are appointed by
8 the governor to review unemployment
9 claims at the last level before they go
10 into the court system.

11 Let me introduce some members of
12 the board. To my left is Ms. Charlotte
13 Flowers.

14 MS. FLOWERS: Good afternoon.

15 MR. BLEVINS: Mr. Don Jones to
16 my right.

17 MR. JONES: Good afternoon.

18 MR. BLEVINS: Our court
19 reporter today is Bridgette Mitchell.

20 My name is Joe Blevins.

21 A decision will not be made on your
22 claim today. In about four weeks, you
23 will receive the decision of the board

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 3

1 by certified mail, return receipt
2 requested. If you disagree with that
3 decision, you can file an appeal with
4 the circuit court in the county in
5 which the claimant resides. That
6 information will be forwarded to you
7 along with the decision.

8 We'll go by docket today. It's a
9 list that's been prepared in Montgomery
10 for us to use. When we call your name
11 or your employer's name, anyone that's
12 present for that case please come
13 forward, remain standing, the court
14 reporter will administer the oath, and
15 then you can be seated. Board members
16 will ask questions they feel pertinent
17 to the case. And we'll give anyone a
18 chance to say what they want to say as
19 long as it's relevant to the case at
20 hand.

21 If you would, either turn off or
22 put all cell phones on silent mode, or
23 beepers. And no recording is allowed

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 4

1 by rule except for the court reporter
2 of these hearings.

3 Case No. 9, Samuel P. Houston, Army
4 Fleet Support, LLC.

5 ALL PARTIES, having first been duly
6 sworn or affirmed to speak the truth,
7 the whole truth, and nothing but the
8 truth, testified as follows:

9 MR. BLEVINS: Administrative
10 hearing officer scheduled a hearing for
11 May 5, 2005. The employer was not
12 present for that hearing. The hearing
13 officer affirmed the prior
14 determination allowing benefits and the
15 employer has appealed.

16 The procedure we'll follow here,
17 since we have counsel, will be board
18 members will ask direct questions, then
19 when we're finished, if counsel has any
20 relevant material he feels we've
21 missed, we'll give you a chance to put
22 that on the record.

23 MR. THARPE: Thank you.

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 5

1 MR. BLEVINS: Mr. Houston, did
2 you quit your job with Army Fleet?

3 MR. HOUSTON: No, sir.

4 MR. BLEVINS: Okay. Did
5 someone tell you you were discharged?

6 MR. HOUSTON: I was given
7 paperwork saying, originally, I was
8 involuntarily terminated. Then I was
9 given a second piece of paper saying
10 that I was administratively terminated.

11 MR. BLEVINS: Who will speak
12 first for the employer?

13 MR. WHITNEY: I will.

14 MR. BLEVINS: He was terminated
15 from his job?

16 MR. WHITNEY: He was not, sir.

17 MR. BLEVINS: Was he given any
18 paperwork, as he has testified, that he
19 was involuntarily terminated?

20 MR. WHITNEY: He was briefed on
21 procedures after being on short-term
22 disability. Mr. Houston is a member of
23 the Army Fleet Support, which is a

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 6

1 unionized workforce which falls under
2 a collective bargaining agreement.
3 Mr. Houston has a copy of that
4 collective bargaining agreement, and
5 there are citations of this procedure
6 in there.

7 The articles that govern this
8 procedure begin with Article 1714, when
9 a person returns from short-term
10 disability and they're applying for
11 their position with restrictions.
12 Under 1714, it's referenced that if he
13 needs to return to work with
14 accommodations, he follows procedures
15 under 4.7. And I've tabbed all these
16 actions for you.

17 Under 4.7 -- and it's actually
18 4.7(B)(4) -- Mr. Houston, just as all
19 the union employees, or represented
20 employees, can apply for an alternate
21 position if we cannot accommodate their
22 restrictions under current
23 classification. Mr. Houston is an

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 7

1 aircraft mechanic. His restrictions
2 were extensive. And at the time of his
3 return, when he submitted his
4 return-to-work slip, it was suggested
5 that he seek an alternate position.
6 Mr. Houston has not availed himself of
7 the process which is outlined in the
8 CBA. Now, as I stated, it's under
9 4.7(B)(4) that states a person who
10 cannot work in their current
11 classification can apply for an
12 alternate position; that falls under
13 Article 35.1.

14 Article 35.1 states that all you
15 have to do is submit paperwork
16 requesting classification. And
17 depending on what's in your file, if
18 you're qualified for the position,
19 seniority permitting, you will be in
20 those positions. This is not
21 happening. Mr. Houston was briefed on
22 this. And in the statement written by
23 him, he does state that he was briefed

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 8

1 by the HR manager.

2 MR. BLEVINS: Let me ask you a
3 couple basic questions. When did he
4 actually last work?

5 MR. WHITNEY: Mr. Houston's
6 last day of work was September 2, '04.

7 MR. JONES: Pardon me?

8 MR. WHITNEY: September 2, '04.

9 MS. FLOWERS: Last day worked?

10 MR. WHITNEY: Last day worked.

11 MR. BLEVINS: And he had been
12 there several years?

13 MR. WHITNEY: He was first
14 hired on the contract on 2/25/02. He
15 gained employment with Army Fleet
16 Support under the new collective
17 bargaining agreement, new contract,
18 12/1/03.

19 MR. BLEVINS: So it's your
20 testimony he was not able to perform
21 his primary job and he failed to
22 attempt to obtain an alternate
23 position?

Sam Houston v. L3
Communications
439

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 9

1 MR. WHITNEY: Yes, sir.

2 MR. BLEVINS: Is that
3 basically -- that's what I gather from
4 your testimony.

5 MR. WHITNEY: Yes, sir.

6 MR. BLEVINS: Is that correct?
7 Is that what happened?

8 MR. HOUSTON: No.

9 MR. BLEVINS: You did not
10 attempt to secure a different position?

11 MR. HOUSTON: I was there on
12 the morning and I asked very politely
13 to the HR representative if I could go
14 into my old career field for one day so
15 I may be allowed to reclassify, but
16 they would not allow me to go into my
17 old career field due to my physical
18 limitations. They refused to
19 accommodate those limitations.

20 MR. BLEVINS: Okay. Now, if I
21 understand the statements in the file,
22 the doctor has stated, apparently, that
23 your limitations are permanent; right?

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 10

1 MR. HOUSTON: Yes, sir, they
2 are.

3 MR. BLEVINS: So is it your
4 testimony there was no alternative
5 position for you to seek?

6 MR. HOUSTON: I wanted to be an
7 aircraft scheduler. I was told prior
8 to this incident that I needed to type
9 thirty words a minute. So being that I
10 am from Florida, I went to Jobs Plus,
11 and they have a computer program there
12 that allowed me to brush up on my
13 typing. I brushed up on my typing to a
14 speed of thirty words a minute. And I
15 thought I had fulfilled the obligation
16 of reclassifying into a clerical job
17 that required me to meet the thirty-
18 word-per-minute requirement, and then I
19 was told that they cannot accommodate
20 me.

21 MR. BLEVINS: Is that correct,
22 he attempted to go into this clerical
23 field?

Sam Houston v. L3
Communications
441

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 11

1 MR. WHITNEY: No, sir.

2 MR. HOUSTON: Excuse me. I

3 wanted to be an aircraft scheduler.

4 MR. BLEVINS: And you formally
5 applied for that in some manner?

6 MR. HOUSTON: I asked them on
7 the day I returned, on the 14th of
8 March, with my doctor's return-to-work
9 slip, if I could reclassify, and they
10 said no.

11 MR. BLEVINS: Is that correct?

12 MR. WHITNEY: This is a
13 statement written by Mr. Houston.
14 About halfway through the final
15 paragraph, Mr. Houston states that when
16 he returned, the HR manager suggested
17 that he seek an alternate position
18 because it was directed by his doctor
19 he could not be in a mechanic position
20 but should look for a clerical or
21 sedentary position. The HR manager
22 suggested that he look at a position
23 like aircraft scheduler and that he

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 12

1 should go work on his typing.

2 Now, at this time, there is no
3 obligation that this person return --
4 that Mr. Houston return as an aircraft
5 mechanic -- not for one day, not for
6 one hour, not at all. At that time, he
7 had full CBA rights to fill out
8 documentation. He could have filled
9 out a request to be every
10 classification that he felt he was
11 qualified for. It has not been done.
12 We have no request on file for him to
13 reclassify into a position that we can
14 consider.

15 MR. BLEVINS: Let me go to
16 Ms. Flowers.

17 MS. FLOWERS: You're a federal
18 employee?

19 MR. WHITNEY: No, ma'am.

20 MS. FLOWERS: You're a contract
21 employee. Was he hurt on the job?

22 MR. WHITNEY: No, ma'am.

23 MS. FLOWERS: Not an on-the-job

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 13

1 injury?

2 MR. WHITNEY: No, ma'am.

3 MS. FLOWERS: But he had been
4 out under doctor's care --

5 MR. WHITNEY: Yes, ma'am.

6 MS. FLOWERS: -- for a period
7 of time. He came back with
8 restrictions that you would have to
9 accommodate?

10 MR. WHITNEY: Yes, ma'am.

11 MS. FLOWERS: And those
12 requirements, the way I see it here,
13 was just saying there's a requirement
14 that you'll undergo situations when you
15 come back. There are certain steps you
16 have to take in order for being
17 considered in place to meet his
18 accommodations?

19 MR. WHITNEY: Yes, ma'am.

20 MS. FLOWERS: And you're
21 telling me that he did not follow those
22 procedures for placement --

23 MR. WHITNEY: Yes, ma'am.

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 14

1 MS. FLOWERS: -- under these
2 circumstances?

3 MR. WHITNEY: Had there been a
4 termination, he had full grievance
5 rights under Article 7. There was no
6 termination. Mr. Houston is an
7 employee of Army Fleet Support for up
8 to five years or length of seniority,
9 which brings him up to March 2007. He
10 can come in at any time and apply for a
11 position that he's qualified for. This
12 has yet to be done.

13 MS. FLOWERS: Did you do the
14 request per the contract when you came
15 back to work?

16 MR. HOUSTON: I have one
17 statement to make.

18 MS. FLOWERS: Well, first, when
19 you returned back to work, did you
20 follow the procedures in the negotiated
21 agreement between the bargaining
22 employees and AFS?

23 MR. HOUSTON: I asked to be

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 15

1 reclassified.

2 MS. FLOWERS: But did you
3 follow the steps that --

4 MR. HOUSTON: Procedures that
5 are asked? I mean --

6 MS. FLOWERS: Did you file a
7 union grievance?

8 MR. HOUSTON: No, I did not.

9 MS. FLOWERS: So you didn't get
10 any assistance in the procedure on
11 requesting -- okay.

12 MR. HOUSTON: I have one thing
13 to say, though.

14 MS. FLOWERS: Yes.

15 MR. HOUSTON: The manager of
16 the HR, human resource office, was
17 Mr. Ed Brown. He was not there the day
18 that I got terminated.

19 MS. FLOWERS: Didn't you state
20 he was not terminated?

21 MR. WHITNEY: He was not
22 terminated.

23 MS. FLOWERS: Okay. If he

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 16

1 wasn't terminated, why is he not
2 working?

3 MR. WHITNEY: He has failed to
4 apply for a position which we can
5 accomodate him for.

6 MS. FLOWERS: So he didn't
7 follow the procedures as outlined,
8 therefore, you haven't -- he can't work
9 the current position he held.

10 MR. WHITNEY: Yes, ma'am.

11 MS. FLOWERS: And, therefore,
12 he's not terminated, he's just -- is he
13 just hanging out there until he follows
14 the procedure or what?

15 MR. WHITNEY: I would not know
16 what position to put him in and I can't
17 guess what position he would want. He
18 must submit, by Article 35.1 --

19 MS. FLOWERS: If he follows the
20 procedures in here and there is a
21 position vacant that meets his
22 restrictions, is he --

23 MR. WHITNEY: He is eligible up

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 17

1 to March of 2007.

2 MS. FLOWERS: All right. I
3 don't have anything else.

4 MR. BLEVINS: Mr. Jones?

5 MR. JONES: What's your
6 position with the company?

7 MR. WHITNEY: I'm the HR
8 compliance officer, sir.

9 MR. JONES: HR compliance
10 officer?

11 MR. WHITNEY: Yes, sir.

12 MR. JONES: Now, do I
13 understand that Army Fleet -- is this
14 the contractor for Rucker between
15 Rotary Wing Aircraft?

16 MR. WHITNEY: Yes, sir.

17 MR. JONES: Is he -- is the
18 claimant drawing long-term disability?

19 MR. WHITNEY: No, sir.

20 MR. JONES: Short-term
21 disability?

22 MR. WHITNEY: He had run out
23 his short-term disability after six

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 18

1 months.

2 MR. JONES: So the short-term
3 disability has been used up?

4 MR. WHITNEY: Yes, sir.

5 MR. JONES: After the
6 short-term disability, do you go on
7 long-term disability? Do you have a
8 long-term disability provision?

9 MR. WHITNEY: Not for
10 bargaining union employees?

11 MR. JONES: Not for bargaining
12 union employees.

13 MR. WHITNEY: However --

14 MR. JONES: That -- that's all
15 right. Wait just a minute. Okay. So
16 Mr. Houston, as Ms. Flowers has pointed
17 out, he is a representative of the unit
18 that is -- he's an employee of a unit
19 that is covered by labor management
20 agreement?

21 MR. WHITNEY: Yes, sir.

22 MR. JONES: Is that right?

23 MR. WHITNEY: Yes, sir.

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 19

1 MR. JONES: Okay. Under that
2 labor management agreement, he has
3 certain rights?

4 MR. WHITNEY: Yes, sir.

5 MR. JONES: I heard him -- I
6 heard the claimant testify what he
7 wanted to be, and I believe it was
8 aircraft scheduler?

9 MR. WHITNEY: Yes, sir.

10 MR. JONES: What the
11 claimant -- see how I want to say this.
12 What the claimant wants to be and what
13 is available may not necessarily be the
14 same things?

15 MR. WHITNEY: Very true, sir.

16 MR. JONES: Is that right?

17 MR. WHITNEY: Yes, sir.

18 MR. JONES: So if --

19 Mr. Houston?

20 MR. HOUSTON: Yes, sir.

21 MR. JONES: Was the only thing
22 you wanted to be an aircraft scheduler?

23 MR. HOUSTON: Yes, sir, because

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 20

1 I was --

2 MR. JONES: Was the only thing
3 you wanted to be an aircraft scheduler?

4 MR. HOUSTON: Yes. And I was
5 told --

6 MR. JONES: You answered my
7 question.

8 MR. HOUSTON: Yes.

9 MR. JONES: So when an
10 employee, claimant, under the
11 circumstances says, I want to be this,
12 it's not available, then you don't have
13 anything else, what do you do with him?
14 Is he on leave of absence?

15 MR. WHITNEY: He's an inactive
16 employee right now.

17 MR. JONES: Inactive employee.
18 And under the terms of the agreement,
19 I'm sure there's a provision in there,
20 and you may already -- I think you said
21 '07. He stays as an inactive employee,
22 and it's up to the claimant to initiate
23 the action and not for the company to

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 21

1 go out and say, What do you want to do?
2 He's got to comply with the terms of
3 the bargaining agreement, does he not?

4 MR. WHITNEY: That is correct,
5 sir.

6 MR. JONES: That's all I have.

7 MS. FLOWERS: I have a couple
8 questions for clarification. You said,
9 now, he came back -- or the last day he
10 worked was September 2, '04?

11 MR. WHITNEY: Yes, ma'am.

12 MS. FLOWERS: What date did
13 he -- that's the last day he worked,
14 but did he come back after that date?

15 MR. WHITNEY: Yes, ma'am.

16 MS. FLOWERS: What was that
17 date?

18 MR. WHITNEY: This is the day
19 he attempted to return to work.

20 MS. FLOWERS: I just need the
21 date. What date was that?

22 MR. WHITNEY: March 14, '05.

23 MS. FLOWERS: March 14, '05.

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 22

1 Okay. Have y'all got a -- has your
2 contract been extended?

3 MR. WHITNEY: It has actually
4 been changed. The chapters and
5 provisions are the same.

6 MS. FLOWERS: Okay. My part is
7 this part right here. It's still the
8 same?

9 MR. WHITNEY: Yes, ma'am.

10 MS. FLOWERS: What I'm
11 referring to is the recognition of
12 employee union and the management of
13 employees. So nothing changed in this
14 particular article?

15 MR. WHITNEY: Article 1, no,
16 ma'am.

17 MS. FLOWERS: Nothing changed.
18 Even though today you've got a new
19 contract with a different date, that
20 particular article did not change?

21 MR. WHITNEY: No, ma'am.

22 MS. FLOWERS: And I'm talking
23 about the rights per the bargaining

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 23

1 agreement.

2 MR. BLEVINS: Mr. Houston, I
3 just have one question before I go to
4 your attorney. What experience do you
5 have other than aircraft mechanic?
6 Have you worked in another line of
7 work?

8 MR. HOUSTON: Sir, I'm a
9 veteran of the Air Force. I spent
10 twenty-four years in the Air Force.
11 I've done all facets of aircraft
12 maintenance including being a worker,
13 supervisor, and in management.

14 MR. BLEVINS: What I'm
15 interested in, what type work do you
16 have prior experience in that could be
17 performed within the restrictions that
18 the doctor currently has on you? Do
19 you have any type of clerical
20 experience or anything of that nature?

21 MR. HOUSTON: Yes. I was a
22 flight chief four times in my military
23 career. That had a lot to do with

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 24

1 clerical performance, writing reports
2 and such.

3 MR. BLEVINS: Okay. Counselor?

4 MR. THARPE: First of all, the
5 contract that Mr. Whitney -- Bob and I
6 go back a long ways. I used to be a
7 union business representative. The
8 blue contract expired in May 2005.

9 MR. BLEVINS: Okay.

10 MR. THARPE: They have a new
11 contract. As a continuing employee,
12 Mr. Houston now falls under the new
13 contract.

14 MR. BLEVINS: Okay. Everybody
15 agree?

16 MR. WHITNEY: That is correct.

17 MR. THARPE: I have, I believe,
18 six exhibits I would like to enter for
19 consideration on his behalf. It's the
20 new contract, the new job descriptions.

21 Do you have any objection?

22 MR. WHITNEY: No.

23 MR. THARPE: Also, I'd like to

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 25

1 enter his doctor's statement and his
2 return-to-work slip.

3 MR. BLEVINS: Do you have
4 copies of these?

5 MR. THARPE: If you don't, I
6 have some. You may not have this.
7 During negotiations -- if you look at
8 that, look on page 2 under, I believe
9 under physical requirements -- the
10 company attempted to negotiate it into
11 the job descriptions those
12 restrictions. Okay?

13 MS. FLOWERS: They attempted?
14 I want to be sure. You said
15 "attempted," but they did not --

16 MR. THARPE: They did not --

17 MS. FLOWERS: But they didn't
18 end up --

19 MR. THARPE: They did not --

20 MS. FLOWERS: -- in the
21 contract. Okay.

22 MR. THARPE: -- get them. This
23 is the union's counterproposal. And if

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 26

1 you'll look in the new job description
2 book, there are no restrictions in that
3 job description book. The company
4 tried to negotiate this and they failed
5 to get it, and they can't use those
6 description -- those restrictions now.
7 If they unilaterally implement those
8 restrictions, it would be unfair labor
9 practice. Mr. Houston should be back
10 to work because there are no
11 restrictions in the collective
12 bargaining agreement on the job
13 descriptions.

14 MR. BLEVINS: Comment?

15 MR. WHITNEY: One. Under the
16 new job descriptions, which are
17 approved under physical requirements,
18 Must be physically able to perform
19 duties and responsibilities of
20 classifications. Under -- on
21 Mr. Houston's return to work by his
22 doctor -- as an aircraft mechanic, a
23 person has to be able to climb on top

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 27

1 of aircraft, has to be able to work
2 mechanical parts -- his doctor wrote,
3 Patient may return to work as of
4 March 14, 2005, with no lifting more
5 than 25 pounds, no climbing, no
6 standing more than one and a half
7 hours, no prolonged sitting. You have
8 a copy of this.

9 MR. BLEVINS: We have a copy,
10 that's correct.

11 MR. WHITNEY: These
12 restrictions are so extensive that the
13 person cannot perform the duties of an
14 aircraft mechanic. We also have two
15 statements from two other physicians
16 which were submitted by Mr. Houston on
17 the same day that said -- that
18 specifically stated, Should not perform
19 heavy lifting, should not perform
20 mechanical work, should be -- should
21 consider sedentary work. And I have
22 copies of those, if you'd like.

23 MR. THARPE: The company lost

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 28

1 their right to deny employment by using
2 restrictions when they failed to get it
3 in the new collective bargaining
4 agreement in the job descriptions.
5 They couldn't negotiate it, so they
6 don't have it.

7 MS. FLOWERS: Let me clear
8 this. He's not fired?

9 MR. THARPE: No.

10 MS. FLOWERS: He's not
11 terminated?

12 MR. WHITNEY: Correct. You're
13 correct.

14 MS. FLOWERS: Okay. So what
15 we're waiting on is for him to comply.
16 And then if there's a job that meets
17 that, he can have a job?

18 MR. WHITNEY: Yes, ma'am.

19 MS. FLOWERS: And you're saying
20 the job descriptions don't have any --

21 MR. THARPE: Not anymore.

22 MS. FLOWERS: Doesn't have that
23 in there, which -- okay. But it does

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 29

1 say he has to be able to perform those
2 duties?

3 MR. THARPE: Yes.

4 MS. FLOWERS: And I think under
5 his own testimony today -- you said you
6 were not able to do aircraft mechanic
7 work anymore, but you could do this
8 other job. Is that the only job that
9 you want to apply for?

10 MR. HOUSTON: Well, ma'am, it's
11 one of the jobs that I have experience
12 at as --

13 MS. FLOWERS: Yeah.

14 MR. HOUSTON: -- the Air Force,
15 because I worked with our flight
16 schedule extensively.

17 MS. FLOWERS: Well, I'm not as
18 familiar with this contract as I am
19 with some of the others. I am familiar
20 with the other local and their contract
21 and some others. But does it not say
22 anywhere in the contract -- let me --
23 is there any policy or procedure or

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 30

1 anything in the contract that has some
2 language that specifically tells how
3 you deal -- more specifically of how
4 you deal with employees that cannot
5 perform those duties?

6 MR. WHITNEY: Yes, ma'am. Once
7 again, article -- the articles that I
8 have mentioned before. And this falls
9 into the ADA, which is Article 1714.

10 MS. FLOWERS: Right. I saw
11 that.

12 MR. WHITNEY: He falls into
13 Article 4.7, which is a person who is
14 not physically able to do their job may
15 displace a less senior person in a job
16 that they're qualified for and that
17 they apply for. That's the key. They
18 have to apply for the position under --

19 MS. FLOWERS: Okay.

20 MR. HOUSTON: -- 35.1.

21 MS. FLOWERS: You've answered
22 my question. What I'm saying is, most
23 of them have language that they come

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 31

1 back, they have these restrictions,
2 they give it to you and let you look at
3 where there's a vacancy you can place
4 them. But what you're saying, you have
5 no obligation to place him unless he
6 requests to be considered for those
7 positions. Am I correct?

8 MR. WHITNEY: Yes. According
9 to the contract.

10 MS. FLOWERS: According to
11 y'all's contract. Okay. I'm following
12 you.

13 MR. THARPE: Mr. Houston could
14 be accommodated as an aircraft mechanic
15 because on aircraft daily crews on the
16 TH67, OH58-Ds, and OH58-Cs, there's a
17 guy doing the daily inspection on the
18 tail boom, the engine, and the cockpit
19 that never has to climb and the
20 heaviest thing he picks up is a
21 screwdriver. Now, they usually have
22 two people on the daily crew and one
23 guy gets the high and the other guy

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 32

1 stays on the ground. And Mr. Whitney
2 knows that.

3 MS. FLOWERS: Are you -- you're
4 an attorney?

5 MR. THARPE: Yes, ma'am.

6 MS. FLOWERS: Do you work
7 for the local or do you --

8 MR. THARPE: I work -- I worked
9 on these contracts thirty-six years
10 and --

11 MS. FLOWERS: Yeah. But do you
12 work for the local? Are you here
13 representing the local or just here --

14 MR. THARPE: No. I represent
15 Mr. Houston.

16 MS. FLOWERS: -- as an attorney
17 representing him?

18 MR. THARPE: Yes.

19 MR. JONES: Mr. Whitney?

20 MR. WHITNEY: Yes, sir.

21 MR. JONES: Is there a form, a
22 specific form, that the claimant would
23 fill out?

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 33

1 MR. WHITNEY: Yes, sir, 226.

2 MR. JONES: You didn't have
3 a -- you don't have a copy of that?
4 You didn't bring a copy?

5 MR. WHITNEY: I didn't.

6 MR. JONES: But there is a
7 specific form?

8 MR. WHITNEY: We have them
9 in bulk in our office.

10 MR. JONES: And under the labor
11 agreement, he would have to ask for one
12 of those forms?

13 MR. WHITNEY: Yes, sir.

14 MR. JONES: And he would fill
15 it out?

16 MR. WHITNEY: Yes, sir.

17 MR. JONES: Now, Mr. Tharpe,
18 did I hear you say that there were no
19 restrictions on the claimant?

20 MR. THARPE: There are no
21 restrictions --

22 MR. JONES: Did I hear you
23 say --

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 34

1 MR. THARPE: -- under the --

2 MR. JONES: Did I hear you
3 say --

4 MR. THARPE: -- collective
5 bargaining agreement.

6 MR. JONES: Did I hear you say
7 that there were no restrictions on the
8 claimant?

9 MR. THARPE: No. No. The
10 doctor --

11 MR. JONES: I thought I heard
12 you say that he could be an aircraft
13 mechanic, could work as an aircraft
14 mechanic?

15 MR. THARPE: Under the
16 Americans with Disabilities Act, which
17 is in the collective bargaining
18 agreement, he could be accommodated and
19 he could do those aircraft mechanic
20 jobs where he doesn't have to climb.
21 There's -- they have I don't know how
22 many --

23 MR. JONES: I worked for a

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 35

1 company that did -- I ran for a long
2 time, so I'm familiar with what an
3 aircraft mechanic does. I know what he
4 or she is supposed to do.

5 MR. THARPE: This contract is a
6 little different.

7 MR. JONES: Well, I used to --

8 MS. FLOWERS: Under ADHR --

9 MR. JONES: -- work -- excuse
10 me.

11 MS. FLOWERS: -- accommodating
12 to meet -- the job it meets?

13 MR. THARPE: I'm sorry?

14 MS. FLOWERS: To come back --
15 you're saying that the ADR says --

16 MR. THARPE: ADA.

17 MS. FLOWERS: Yeah. Your
18 argument is they ought to take his
19 current job and restructure it --

20 MR. THARPE: No, ma'am.

21 MS. FLOWERS: -- to accommodate
22 his disability rather than him doing
23 this?

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 36

1 MR. THARPE: Give him
2 reasonable accommodations.

3 MS. FLOWERS: Okay.

4 MR. THARPE: As required under
5 the ADA. Mr. Houston wants to work.
6 He doesn't want to be drawing
7 unemployment or be unemployed.

8 MR. JONES: That's all I have,
9 Mr. Chairman.

10 MS. FLOWERS: I'm through.

11 MR. BLEVINS: Hearing is
12 concluded. Thank you very much.
13
14
15
16
17
18
19
20
21
22
23

Sam Houston v. L3
Communications
467

1 * * * * * * * * * * * *

2 REPORTER'S CERTIFICATE

3 * * * * * * * * * * * *

4 STATE OF ALABAMA

5 COUNTY OF MONTGOMERY

6 I hereby certify that the above and
7 foregoing proceeding was taken down by me by
8 stenographic means, and that the content
9 herein was produced in transcript form by
10 computer aid under my supervision, and that
11 the foregoing represents, to the best of my
12 ability, a true and correct transcript of
13 the proceedings occurring on said date at
14 said time.

15 I further certify that I am neither
16 of counsel nor of kin to the parties to the
17 action; nor am I in anywise interested in
18 the result of said case.

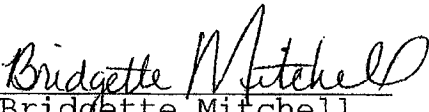
19

20

21

22

23


Bridgette Mitchell
Reporter and Notary Public
State of Alabama at Large

1933 Richard Arrington, Jr. Boulevard South * Birmingham, AL 35209 * www.legalink.com

1-800-888-DEPO

Sam Houston v. L3
Communications
468

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 1

<p>A</p> <p>ability 37:12</p> <p>able 8:20 26:18,23 27:1 29:1,6 30:14</p> <p>absence 20:14</p> <p>accommodate 6:21 9:19 10:19 13:9 35:21</p> <p>accommodated 31:14 34:18</p> <p>accommodating 35:11</p> <p>accommodations 6:14 13:18 36:2</p> <p>accommodate 16:5</p> <p>Act 34:16</p> <p>action 20:23 37:18</p> <p>actions 6:16</p> <p>ADA 30:9 35:16 36:5</p> <p>ADHR 35:8</p> <p>administer 3:14</p> <p>Administrative 4:9</p> <p>administratively 5:10</p> <p>ADR 35:15</p> <p>affirmed 4:6,13</p> <p>AFS 14:22</p> <p>afternoon 2:14,17</p> <p>agree 24:15</p> <p>agreement 6:2,4 8:17 14:21 18:20 19:2 20:18 21:3 23:1 26:12 28:4 33:11 34:5,18</p> <p>aid 37:10</p> <p>Air 23:9,10 29:14</p> <p>aircraft 7:1 10:7 11:3,23 12:4 17:15 19:8,22 20:3 23:5,11 26:22 27:1,14 29:6 31:14,15 34:12,13,19 35:3</p> <p>Alabama 1:2,10 2:3 37:4</p> <p>allow 9:16</p> <p>allowed 3:23 9:15 10:12</p> <p>allowing 4:14</p> <p>alternate 6:20 7:5 7:12 8:22 11:17</p> <p>alternative 10:4</p> <p>Americans 34:16</p>	<p>Andrews 1:9</p> <p>answered 20:6 30:21</p> <p>anymore 28:21 29:7</p> <p>anywise 37:19</p> <p>apparently 9:22</p> <p>appeal 3:3</p> <p>appealed 4:15</p> <p>Appeals 2:3</p> <p>applied 11:5</p> <p>apply 6:20 7:11 14:10 16:4 29:9 30:17,18</p> <p>applying 6:10</p> <p>appointed 2:7</p> <p>approved 26:17</p> <p>argument 35:18</p> <p>Army 4:3 5:2,23 8:15 14:7 17:13</p> <p>article 6:8 7:13,14 14:5 16:18 22:14 22:15,20 30:7,9 30:13</p> <p>articles 6:7 30:7</p> <p>asked 9:12 11:6 14:23 15:5</p> <p>assistance 15:10</p> <p>attempt 8:22 9:10</p> <p>attempted 10:22 21:19 25:10,13,15</p> <p>attorney 23:4 32:4 32:16</p> <p>available 19:13 20:12</p> <p>availed 7:6</p> <p>B</p> <p>back 13:7,15 14:15 14:19 21:9,14 24:6 26:9 31:1 35:14</p> <p>bargaining 6:2,4 8:17 14:21 18:10 18:11 21:3 22:23 26:12 28:3 34:5 34:17</p> <p>basic 8:3</p> <p>basically 9:3</p> <p>beepers 3:23</p> <p>behalf 24:19</p> <p>believe 19:7 24:17 25:8</p> <p>benefits 4:14</p>	<p>best 37:12</p> <p>Blevins 2:1,15,18 2:20 4:9 5:1,4,11 5:14,17 8:2,11,19 9:2,6,9,20 10:3,21 11:4,11 12:15 17:4 23:2,14 24:3 24:9,14 25:3 26:14 27:9 36:11</p> <p>blue 24:8</p> <p>board 2:2,7,12,23 3:15 4:17</p> <p>Bob 24:5</p> <p>book 26:2,3</p> <p>boom 31:18</p> <p>Bridgette 2:19 37:22</p> <p>briefed 5:20 7:21 7:23</p> <p>bring 33:4</p> <p>brings 14:9</p> <p>Brown 15:17</p> <p>brush 10:12</p> <p>brushed 10:13</p> <p>bulk 33:9</p> <p>business 24:7</p> <p>C</p> <p>call 3:10</p> <p>care 13:4</p> <p>career 9:14,17 23:23</p> <p>case 3:12,17,19 4:3 37:20</p> <p>CBA 7:8 12:7</p> <p>cell 3:22</p> <p>CENTER 1:8</p> <p>certain 13:15 19:3</p> <p>CERTIFICATE 37:2</p> <p>certified 3:1</p> <p>certify 37:6,16</p> <p>Chairman 36:9</p> <p>chance 3:18 4:21</p> <p>change 22:20</p> <p>changed 22:4,13,17</p> <p>chapters 22:4</p> <p>Charlotte 2:12</p> <p>chief 23:22</p> <p>circuit 3:4</p> <p>circumstances 14:2 20:11</p> <p>citations 6:5</p> <p>CIVIC 1:8</p>	<p>claim 2:22</p> <p>claimant 3:5 17:18 19:6,11,12 20:10 20:22 32:22 33:19 34:8</p> <p>claims 2:9</p> <p>clarification 21:8</p> <p>classification 6:23 7:11,16 12:10</p> <p>classifications 26:20</p> <p>clear 28:7</p> <p>clerical 10:16,22 11:20 23:19 24:1</p> <p>climb 26:23 31:19 34:20</p> <p>climbing 27:5</p> <p>cockpit 31:18</p> <p>collective 6:2,4 8:16 26:11 28:3 34:4 34:17</p> <p>come 3:12 13:15 14:10 21:14 30:23 35:14</p> <p>Comment 26:14</p> <p>company 17:6 20:23 25:10 26:3 27:23 35:1</p> <p>compliance 17:8,9</p> <p>comply 21:2 28:15</p> <p>computer 10:11 37:10</p> <p>concluded 36:12</p> <p>consider 12:14 27:21</p> <p>consideration 24:19</p> <p>considered 13:17 31:6</p> <p>content 37:9</p> <p>continuing 24:11</p> <p>contract 8:14,17 12:20 14:14 22:2 22:19 24:5,8,11 24:13,20 25:21 29:18,20,22 30:1 31:9,11 35:5</p> <p>contractor 17:14</p> <p>contracts 32:9</p> <p>copies 25:4 27:22</p> <p>copy 6:3 27:8,9 33:3,4</p> <p>correct 9:6 10:21 11:11 21:4 24:16 27:10 28:12,13</p>	<p>31:7 37:13</p> <p>counsel 4:17,19 37:17</p> <p>Counselor 24:3</p> <p>counterproposal 25:23</p> <p>county 3:4 37:5</p> <p>couple 8:3 21:7</p> <p>court 2:10,18 3:4 3:13 4:1</p> <p>covered 18:19</p> <p>crew 31:22</p> <p>crews 31:15</p> <p>current 6:22 7:10 16:9 35:19</p> <p>currently 23:18</p> <p>D</p> <p>daily 31:15,17,22</p> <p>date 21:12,14,17,21 21:21 22:19 37:14</p> <p>day 8:6,9,10 9:14 11:7 12:5 15:17 21:9,13,18 27:17</p> <p>deal 30:3,4</p> <p>decent 2:6</p> <p>decision 2:21,23 3:3 3:7</p> <p>deny 28:1</p> <p>DEPARTMENT 1:3</p> <p>depending 7:17</p> <p>description 26:1,3,6</p> <p>descriptions 24:20 25:11 26:13,16 28:4,20</p> <p>determination 4:14</p> <p>different 9:10 22:19 35:6</p> <p>direct 4:18</p> <p>directed 11:18</p> <p>Disabilities 34:16</p> <p>disability 5:22 6:10 17:18,21,23 18:3 18:6,7,8 35:22</p> <p>disagree 3:2</p> <p>discharged 5:5</p> <p>displace 30:15</p> <p>docket 2:2 3:8</p> <p>doctor 9:22 11:18 23:18 26:22 27:2 34:10</p> <p>doctor's 11:8 13:4 25:1</p>
--	--	--	--	--

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 2

documentation 12:8	fill 12:7 32:23 33:14	24:6	INDUSTRIAL 1:3	LLC 4:4
doing 31:17 35:22	filled 12:8	Good 2:14,17	information 3:6	local 29:20 32:7,12
Don 2:15	final 11:14	govern 6:7	initiate 20:22	32:13
Dothan 1:8,10 2:3	finished 4:19	governor 2:8	injury 13:1	long 3:19 24:6 35:1
drawing 17:18 36:6	fired 28:8	grievance 14:4 15:7	inspection 31:17	long-term 17:18
due 9:17	first 4:5 5:12 8:13	ground 32:1	interested 23:15	18:7,8
duly 4:5	14:18 24:4	guess 16:17	37:19	look 11:20,22 25:7
duties 26:19 27:13	five 14:8	guy 31:17,23,23	introduce 2:11	25:8 26:1 31:2
29:2 30:5	Fleet 4:4 5:2,23		involuntarily 5:8	lost 27:23
	8:15 14:7 17:13	H	5:19	lot 23:23
E	flight 23:22 29:15	half 27:6		
Ed 15:17	Florida 10:10	halfway 11:14	J	M
either 3:21	Flowers 2:13,14 8:9	hand 3:20	job 5:2,15 8:21	mail 3:1
eligible 16:23	12:16,17,20,23	hanging 16:13	10:16 12:21 24:20	maintenance 23:12
employee 12:18,21	13:3,6,11,20 14:1	happened 9:7	25:11 26:1,3,12	management 18:19
14:7 18:18 20:10	14:13,18 15:2,6,9	happening 7:21	26:16 28:4,16,17	19:2 22:12 23:13
20:16,17,21 22:12	15:14,19,23 16:6	hear 33:18,22 34:2	28:20 29:8,8	manager 8:1 11:16
24:11	16:11,19 17:2	34:6	30:14,15 35:12,19	11:21 15:15
employees 6:19,20	18:16 21:7,12,16	heard 19:5,6 34:11	jobs 10:10 29:11	manner 11:5
14:22 18:10,12	21:20,23 22:6,10	hearing 4:10,10,12	34:20	March 11:8 14:9
22:13 30:4	22:17,22 25:13,17	4:12 36:11	Joe 2:20	17:1 21:22,23
employer 4:11,15	25:20 28:7,10,14	hearings 2:3 4:2	Jones 2:15,17 8:7	27:4
5:12	28:19,22 29:4,13	heaviest 31:20	17:4,5,9,12,17,20	material 4:20
employer's 3:11	29:17 30:10,19,21	heavy 27:19	18:2,5,11,14,22	ma'am 12:19,22
employment 8:15	31:10 32:3,6,11	held 16:9	19:1,5,10,16,18	13:2,5,10,19,23
28:1	32:16 35:8,11,14	high 31:23	19:21 20:2,6,9,17	16:10 21:11,15
engine 31:18	35:17,21 36:3,10	hired 8:14	21:6 32:19,21	22:9,16,21 28:18
enter 24:18 25:1	follow 4:16 13:21	hour 2:4 12:6	33:2,6,10,14,17	29:10 30:6 32:5
Everybody 24:14	14:20 15:3 16:7	hours 27:7	33:22 34:2,6,11	35:20
excuse 11:2 35:9	following 31:11	Houston 4:3 5:1,3,6	34:23 35:7,9 36:8	mean 15:5
exhibits 24:18	follows 4:8 6:14	5:22 6:3,18,23 7:6	July 1:11	means 37:8
experience 23:4,16	16:13,19	7:21 9:8,11 10:1,6	K	mechanic 7:1 11:19
23:20 29:11	Force 23:9,10 29:14	11:2,6,13,15 12:4	key 30:17	12:5 23:5 26:22
expired 24:8	foregoing 37:7,11	14:6,16,23 15:4,8	kin 37:17	27:14 29:6 31:14
extended 22:2	form 32:21,22 33:7	15:12,15 18:16	know 16:15 34:21	34:13,14,19 35:3
extensive 7:2 27:12	37:10	19:19,20,23 20:4	35:3	mechanical 27:2,20
extensively 29:16	formally 11:4	20:8 23:2,8,21	knows 32:2	meet 10:17 13:17
F	forms 33:12	24:12 26:9 27:16		35:12
facets 23:11	forward 3:13	29:10,14 30:20	L	meets 16:21 28:16
failed 8:21 16:3	forwarded 3:6	31:13 32:15 36:5	labor 18:19 19:2	35:12
26:4 28:2	four 2:22 23:22	Houston's 8:5	26:8 33:10	member 5:22
falls 6:1 7:12 24:12	fulfilled 10:15	HR 8:1 9:13 11:16	language 30:2,23	members 2:7,11
30:8,12	full 12:7 14:4	11:21 15:16 17:7	late 2:5	3:15 4:18
familiar 29:18,19	further 37:16	17:9	leave 20:14	mentioned 30:8
35:2	G	human 15:16	left 2:12	military 23:22
federal 12:17	gained 8:15	hurt 12:21	length 14:8	minute 10:9,14
feel 3:16	gather 9:3	I	level 2:9	18:15
feels 4:20	give 3:17 4:21 31:2	implement 26:7	lifting 27:4,19	minutes 2:5
felt 12:10	36:1	inactive 20:15,17	limitations 9:18,19	missed 4:21
field 9:14,17 10:23	given 5:6,9,17	20:21	9:23	Mitchell 2:19 37:22
file 3:3 7:17 9:21	go 2:9 3:8 9:13,16	incident 10:8	line 23:6	mode 3:22
12:12 15:6	10:22 12:1,15	including 23:12	list 3:9	Montgomery 3:9
	18:6 21:1 23:3		little 35:6	37:5
				months 18:1

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 3

morning 9:12	Pardon 8:7	proceeding 37:7	requesting 7:16	second 5:9
N	part 22:6,7	proceedings 37:14	15:11	secure 9:10
N 1:9	particular 22:14,20	process 7:7	requests 31:6	sedentary 11:21
name 2:20 3:10,11	parties 4:5 37:18	produced 37:9	required 10:17 36:4	27:21
nature 23:20	parts 27:2	program 10:11	requirement 10:18	see 13:12 19:11
necessarily 19:13	Patient 27:3	prolonged 27:7	13:13	seek 7:5 10:5 11:17
need 21:20	people 31:22	provision 18:8	requirements 13:12	senior 30:15
needed 10:8	perform 8:20 26:18	20:19	25:9 26:17	seniority 7:19 14:8
needs 6:13	27:13,18,19 29:1	provisions 22:5	resides 3:5	September 8:6,8
negotiate 25:10	30:5	Public 37:23	resource 15:16	21:10
26:4 28:5	performance 24:1	put 3:22 4:21 16:16	responsibilities	short-term 5:21 6:9
negotiated 14:20	performed 23:17		26:19	17:20,23 18:2,6
negotiations 25:7	period 13:6	Q	restrictions 6:11,22	silent 3:22
neither 37:17	permanent 9:23	qualified 7:18	7:1 13:8 16:22	sir 5:3,16 9:1,5 10:1
never 31:19	permitting 7:19	12:11 14:11 30:16	23:17 25:12 26:2	11:1 17:8,11,16
new 8:16,17 22:18	person 6:9 7:9 12:3	question 20:7 23:3	26:6,8,11 27:12	17:19 18:4,21,23
24:10,12,20,20	26:23 27:13 30:13	30:22	28:2 31:1 33:19	19:4,9,15,17,20
26:1,16 28:3	30:15	questions 3:16 4:18	33:21 34:7	19:23 21:5 23:8
Notary 37:23	pertinent 3:16	8:3 21:8	restructure 35:19	32:20 33:1,13,16
O	phones 3:22	quit 5:2	result 37:19	sitting 27:7
oath 3:14	physical 9:17 25:9	R	return 3:1 6:13 7:3	situations 13:14
objection 24:21	26:17	ran 35:1	12:3,4 21:19	six 17:23 24:18
obligation 10:15	physically 26:18	reasonable 36:2	26:21 27:3	slip 7:4 11:9 25:2
12:3 31:5	30:14	receipt 3:1	returned 11:7,16	sorry 35:13
obtain 8:22	physicians 27:15	receive 2:23	14:19	speak 4:6 5:11
occurring 37:14	picks 31:20	reclassified 15:1	returns 6:9	specific 32:22 33:7
office 15:16 33:9	piece 5:9	reclassify 9:15 11:9	return-to-work 7:4	specifically 27:18
officer 4:10,13 17:8	place 13:17 31:3,5	12:13	11:8 25:2	30:2,3
17:10	placement 13:22	reclassifying 10:16	review 2:8	speed 10:14
OH58-Cs 31:16	please 3:12	recognition 22:11	right 2:16 9:23 17:2	spent 23:9
OH58-Ds 31:16	Plus 10:10	record 4:22	18:15,22 19:16	standing 3:13 27:6
okay 5:4 9:20 15:11	pointed 18:16	recording 3:23	20:16 22:7 28:1	starting 2:4
15:23 18:15 19:1	policy 29:23	referenced 6:12	30:10	state 1:2 7:23 15:19
22:1,6 24:3,9,14	politely 9:12	referring 22:11	rights 12:7 14:5	37:4
25:12,21 28:14,23	position 6:11,21 7:5	refused 9:18	19:3 22:23	stated 7:8 9:22
30:19 31:11 36:3	7:12,18 8:23 9:10	RELATIONS 1:3	Rotary 17:15	27:18
old 9:14,17	10:5 11:17,19,21	relevant 3:19 4:20	Rucker 17:14	statement 7:22
Once 30:6	11:22 12:13 14:11	remain 3:13	rule 4:1	11:13 14:17 25:1
on-the-job 12:23	16:4,9,16,17,21	reporter 2:19 3:14	run 17:22	statements 9:21
order 13:16	17:6 30:18	4:1 37:23	S	27:15
originally 5:7	positions 7:20 31:7	REPORTER'S	Samuel 4:3	states 7:9,14 11:15
ought 35:18	pounds 27:5	37:2	saw 30:10	stays 20:21 32:1
outlined 7:7 16:7	practice 26:9	reports 24:1	saying 5:7,9 13:13	stenographic 37:8
o'clock 2:2	prepared 3:9	represent 32:14	28:19 30:22 31:4	steps 13:15 15:3
P	present 3:12 4:12	representative 9:13	35:15	Street 1:9
P 4:3	primary 8:21	18:17 24:7	says 20:11 35:15	submit 7:15 16:18
page 25:8	prior 4:13 10:7	represented 6:19	schedule 29:16	submitted 7:3 27:16
paper 5:9	23:16	representing 32:13	scheduled 4:10	suggested 7:4 11:16
paperwork 5:7,18	procedure 4:16 6:5	32:17	scheduler 10:7 11:3	11:22
7:15	6:8 15:10 16:14	represents 37:12	11:23 19:8,22	supervision 37:11
paragraph 11:15	29:23	request 12:9,12	20:3	supervisor 23:13
	procedures 5:21	14:14	screwdriver 31:21	Support 4:4 5:23
	6:14 13:22 14:20	requested 3:2	seated 3:15	8:16 14:7
	15:4 16:7,20			supposed 35:4

MERRILL LEGAL SOLUTIONS
Court Reporting * Legal Videography * Trial Services

Page 4

sure 20:19 25:14	truth 4:6,7,8	8:5,8,10,13 9:1,5	14 21:22,23 27:4
sworn 4:6	try 2:5	11:1,12 12:19,22	14th 11:7
system 2:10	turn 3:21	13:2,5,10,19,23	1714 6:8,12 30:9
T	twenty-four 23:10	14:3 15:21 16:3	2
tabbed 6:15	two 27:14,15 31:22	16:10,15,23 17:7	2 8:6,8 21:10 25:8
tail 31:18	type 10:8 23:15,19	17:11,16,19,22	2/25/02 8:14
take 13:16 35:18	typing 10:13,13	18:4,9,13,21,23	2005 1:11 4:11 24:8
taken 37:7	12:1	19:4,9,15,17	27:4
talking 22:22	U	20:15 21:4,11,15	2007 14:9 17:1
tell 5:5	undergo 13:14	21:18,22 22:3,9	226 33:1
telling 13:21	understand 9:21	22:15,21 24:5,16	25 27:5
tells 30:2	17:13	24:22 26:15 27:11	3
ten 2:4	unemployed 36:7	28:12,18 30:6,12	35.1 7:13,14 16:18
terminated 5:8,10	unemployment 2:8	31:8 32:1,19,20	30:20
5:14,19 15:18,20	36:7	33:1,5,8,13,16	4
15:22 16:1,12	unfair 26:8	Wing 17:15	4.7 6:15,17 30:13
28:11	unilaterally 26:7	words 10:9,14	4.7(B)(4) 6:18 7:9
termination 14:4,6	union 6:19 15:7	word-per-minute	5
terms 20:18 21:2	18:10,12 22:12	10:18	5 4:11
testified 4:8 5:18	24:7	work 6:13 7:10 8:4	7
testify 19:6	unionized 6:1	8:6 12:1 14:15,19	7 14:5
testimony 8:20 9:4	union's 25:23	16:8 21:19 23:7	9
10:4 29:5	unit 18:17,18	23:15 26:10,21	9 4:3
Thank 4:23 36:12	use 3:10 26:5	27:1,3,20,21 29:7	
Tharpe 4:23 24:4	usually 31:21	32:6,8,12 34:13	
24:10,17,23 25:5	V	35:9 36:5	
25:16,19,22 27:23	vacancy 31:3	worked 8:9,10	
28:9,21 29:3	vacant 16:21	21:10,13 23:6	
31:13 32:5,8,14	veteran 23:9	29:15 32:8 34:23	
32:18 33:17,20	W	worker 23:12	
34:1,4,9,15 35:5	Wait 18:15	workforce 6:1	
35:13,16,20 36:1	waiting 28:15	working 16:2	
36:4	want 3:18 16:17	writing 24:1	
thing 15:12 19:21	19:11 20:11 21:1	written 7:22 11:13	
20:2 31:20	25:14 29:9 36:6	wrote 27:2	
things 19:14	wanted 10:6 11:3	Y	
think 20:20 29:4	19:7,22 20:3	Yeah 29:13 32:11	
thirty 10:9,14,17	wants 19:12 36:5	35:17	
thirty-six 32:9	wasn't 16:1	years 8:12 14:8	
thought 10:15	way 13:12	23:10 32:9	
34:11	ways 24:6	y'all 22:1	
TH67 31:16	Wednesday 1:11	y'all's 31:11	
time 2:6 7:2 12:2,6	weeks 2:22	0	
13:7 14:10 35:2	Welcome 2:1	04 8:6,8 21:10	
37:15	went 10:10	05 21:22,23	
times 23:22	we'll 2:5 3:8,17	07 20:21	
today 2:19,22 3:8	4:16,21	1	
22:18 29:5	we're 2:4 4:19	1 22:15	
told 10:7,19 20:5	28:15	12/1/03 8:18	
top 26:23	we've 4:20	126 1:9	
transcript 37:10,13	Whitney 5:13,16,20	13 1:11	
tried 26:4			
true 19:15 37:13			